

Document Page 1 of 2
UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Eastern Division

In Re:)	Case Number: 20-04481
James A Grimm;)	
Liliana Grimm)	Chapter: 13
)	Honorable LaShonda A. Hunt
)	Joliet
Debtor(s))	

AGREED ORDER CONDITIONING THE AUTOMATIC STAY

On the motion of Nations Direct Mortgage, LLC, secured creditor herein, for the entry of an order modifying the automatic stay to permit it to foreclose its mortgage on the real estate:

IT IS HEREBY ORDERED that the automatic stay in this case, as it applies to the interest of Nations Direct Mortgage, LLC, its successors and/or assignees in the real property, commonly known as 1651 Amaryllis Dr., Romeoville, Illinois 60446, shall continue in effect under the following conditions:

1. Nations Direct Mortgage, LLC filed is Motion for Relief from Automatic Stay on December 16, 2020 as Doc #34. The parties agree that Debtor has tendered funds in the total amount of \$11,768.00, which brings the loan post-petition current through February 1, 2021 with \$979.36 in suspense. The parties acknowledge that the attorney's fees and costs for the motion for relief are in the total amount of \$1,238.00. The parties agree that the current suspense balance of \$979.36 shall be applied to the attorney's fees and costs, and the remaining default will be \$258.64. Debtor shall tender the remaining default by March 31, 2021.
2. The debtor(s) shall make timely post-petition mortgage payments as per the terms of the security agreements, commencing with the March 1, 2021 payment.
3. If debtor(s) fall(s) two (2) months in default on any payment, as referred to in paragraphs 1 and 2, the automatic stay may be modified to permit foreclosure, without further order of the Court, upon 14 days written notice to the debtor(s) and to the attorney for debtor(s), during which period the debtor(s) may cure the default. Upon failure to cure default, the Automatic Stay shall terminate as to the Movant upon the Movant filing a Notice of Termination of Stay. However, in the event Debtor becomes delinquent after (2) notices of default, then upon the third default the automatic stay shall terminate as to the Movant upon the Movant filing its Notice of Termination of Stay and mailing a copy of the Notice to the Debtor(s) and Debtor's attorney. Movant shall then be allowed to take any and all steps necessary to exercise any and all rights it may have in the property commonly known as 1651 Amaryllis Dr., Romeoville, Illinois 60446.
4. In the event of a default, the Debtor(s) shall tender the required funds along with a \$50.00 service fee, payable to Nations Direct Mortgage, LLC, to the offices of Diaz Anselmo Lindberg LLC at the address below. The payment must be made in the form of a certified check, money order, or cashier's check. The \$50.00 service fee will be collectible against the Debtor(s), payable to either Creditor or its counsel pursuant to the terms of the notice regarding the default. For purposes of determining when the stay is modified, the stay shall be considered modified upon the expiration of the

cure term when the Debtor(s) fail to cure.

Agreed:

/s/ Crystal V. Caceres
Attorney for Creditor

/s/ Robert J. Hamilton
Attorney for Debtor(s)

Enter:



Honorable LaShonda A. Hunt

United States Bankruptcy Judge

Dated: 2/23/2021

Prepared by:

Diaz Anselmo Lindberg LLC
1771 W. Diehl Rd., Ste. 120
Naperville, IL 60563-4947
630-453-6960 | 866-402-8661 | 630-428-4620 (fax)
ILbankruptcy@dallegal.com
Firm File Number: B20020058